



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

October 2, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: AMENDMENT NO. 1 TO LEASE  
AGREEMENT NO. 72479 BETWEEN THE COUNTY OF LOS ANGELES AND  
STEVE ARGUBRIGHT FOR THE CONSTRUCTION OF ADDITIONAL  
AIRCRAFT STORAGE HANGARS AT WHITEMAN AIRPORT IN PACOIMA  
(SUPERVISORIAL DISTRICT 3)  
(4 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this lease amendment is exempt under the California Environmental Quality Act, Section 15302(b).
2. Approve and instruct the Chairman to sign Amendment No. 1 to Lease No. 72479 between the County of Los Angeles and Steve Argubright, for the lease of additional land upon which aircraft storage hangars will be constructed.
3. Instruct the Director of Public Works to make the necessary arrangements with the County's contract airport manager and operator for the collection of all rents to be paid.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to allow private development of additional aircraft storage hangars to accommodate the rising demand.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Fiscal Responsibility (Goal 4). This action will provide additional aircraft storage hangars for airport users and generate additional revenue to maintain and upgrade the airport to meet current Federal Aviation Administration standards.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. All costs associated with this development are the responsibility of the Lessee. The initial rental rate for the amended lease will be \$1,044 per month, with annual cost-of-living adjustments based on the Consumer Price Index. Our management contractor, American Airports Corporation, will collect the rent and distribute 45 percent into the Aviation Enterprise Fund, as provided for in our Airport Management Contract.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On October 5, 1999, your Board approved Lease Agreement No. 72479 between the County of Los Angeles and Steve Argubright. The Lease Agreement authorized the development of 4,000 square feet of land for the construction of aircraft storage hangars, for a term of 30 years and rental rate of \$240 per month. The Lessee has requested an additional 21,000 square feet of land to provide additional aircraft storage hangars, aircraft parking ramps, and auto parking areas. Ownership of the aircraft storage hangars and pavement improvements will revert to the County upon expiration of the Lease Agreement.

The terms of this lease amendment were negotiated by our airport management contractor and appear to be fair and reasonable.

This lease amendment has been reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act (CEQA) requires public agency decision makers to document and consider the environmental implications of their actions. The proposed project is categorically exempt pursuant to Section 15302(b) of the CEQA guidelines.

The Honorable Board of Supervisors  
October 2, 2007  
Page 3

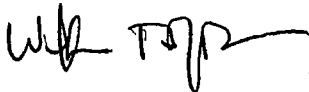
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this amendment will result in an increase of hangars and improved parking facilities available to the public at Whiteman Airport.

**CONCLUSION**

Please return three adopted copies of this letter and attachments to the Department of Public Works, Aviation Division. Also, please forward one adopted copy of the letter to the County Assessor, Possessory Interest Division, and one to the Auditor-Controller, General Claims Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DLW  
TAG:hz

Attachment

c: County Counsel

AMENDMENT NO.1 TO LEASE NO. 72479  
TO PROVIDE FOR THE LEASING OF ADDITIONAL LAND  
AT  
WHITEMAN AIRPORT, PACOIMA, CALIFORNIA

THIS AMENDMENT NO.1 TO LEASE NO. 72479 for the leasing of additional land at Whiteman Airport is made and entered into this 21<sup>st</sup> day of OCTOBER, 2007,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate  
and politic (hereinafter referred to as "County"),

AND

STEVE ARGUBRIGHT (hereinafter referred to as  
"Lessee"),

WITNESSETH:

WHEREAS, County and Steve Argubright entered into Lease Agreement No. 72479 on October 5, 1999, for the construction and operation of aircraft storage hangars at Whiteman Airport, Pacoima, California; and,

WHEREAS, Lessee desires to acquire additional land to construct more hangar space than originally planned together with sufficient additional land to provide apron for aircraft parking and land-side vehicle parking; and

WHEREAS, the County desires to lease said additional premises to Lessee.

NOW, THEREFORE, in consideration of the payment of rental and performance of the terms, covenants, and conditions hereinafter contained, to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. Section 2 - Leased Premises is replaced in its entirety with the following sentence:

"The "Leased Premises" shall be defined as the property at Whiteman Airport located at 12653 Osborne Street, Pacoima, California, comprised of approximately 25,070 square feet of vacant land, as legally described in Exhibit "A-1", and shown on Exhibit "B-1", each of which is attached hereto and incorporated by reference."

2. Section 5 - Use of Leased Premises is replaced in its entirety to provide as follows:

"5. Use of Leased Premises. Lessee shall continuously occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever:

72479  
Supplement No. 1

5.1 For the construction and operation of hangar and related aviation office facilities, which shall be comprised of the improvements depicted in the attached Exhibit C-1;

5.2 For the subleasing of ramp, hangar, and aviation-related office space for Approved Uses. For purposes of this Lease, Approved Uses shall include the following:

- a. provision of aircraft hangar spaces and ramp for aircraft storage; and,
- b. provision of office space for planning, development, maintenance, repair, and management of hangar facilities at county airports.

5.3 For the parking of automobiles and other vehicles operated by Lessee, its sublessees and their invitees, within hangar spaces and in designated parking areas on the land side of the premises, provided that such shall not be used for vehicle storage;

5.4 For business and operations offices in connection with the purposes authorized hereunder; and

5.5 For any other activities directly related to activities permitted hereunder, and other uses that may hereafter be permitted and authorized by Director in writing."

3. Section 7, Subsection (a) - Land Rental shall be replaced in its entirety with the following sentence:

"During the period beginning on the Commencement Date, and continuing until commencement of full ground rental on April 1, 2000, Lessee shall pay monthly holding rent in the sum of One Hundred (\$100) Dollars. This reduced rent is in recognition of Lessee's reduced cash flow during construction. Lessee shall pay as ground rental, beginning April 1, 2000, a monthly sum of Two Hundred Forty and No/100 (\$240) Dollars. **Lessee shall pay as ground rental, beginning on the effective date of Amendment No. 1, an annual sum of \$12,534.96 in equal monthly payments.** Such rent will be subject to adjustments in accordance with the provisions of Paragraphs (c) and (d) below. Rent for any part of the month shall be prorated."

4. Exhibits "A-1" and "C-1", which are attached hereto and made a part of the Lease.

5. This Amendment No. 1 shall be effective as of the date of approval by the County Board of Supervisors.

6. It is mutually understood and agreed that all other terms and conditions and provisions of the original Lease Agreement No. 72479 shall remain in full force and effect, except as herein expressly modified.

IN WITNESS WHEREOF, the Lessee has executed this Amendment No.1 to Lease No. 72479, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment No.1 to be executed on its behalf on the day, month, and year first written above.

COUNTY OF LOS ANGELES

By: *Seu Yaroslansky*  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By: *[Signature]*  
Deputy



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Directors

By: *[Signature]*  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By: *[Signature]*  
FOR A.M.S. Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 21

OCT 02 2007

AGREED:

STEVE ARGUBRIGHT

*[Signature]*

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 8-28-07

Date

before me,

Maria E. Lemus-Cardona

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Steve Edward Argubright

Name(s) of Signer(s)

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Signature]  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Amendment #1 to Lease # 72472

To provide for Adverse Land

Document Date: 8-28-07

Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Edward Argubright Signer's Name: \_\_\_\_\_

☒ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

EXHIBIT A-1  
Legal Description  
For Lease Area

That portion of Peter Haack's Ranch, in the City of Los Angeles, County of Los Angeles, State of California, as shown on the map filed in Book 13, Page 101 of Maps, in the Office of the County Recorder of said county, described as follows:

Commencing at the southeasterly terminus of that certain line described as "North 41°22'00" West 200.00 feet" in the document recorded as Instrument No. 97-891380 in Official Records of said county (said line described herein and shown on Exhibit "B," attached hereto and made a part hereof, as "North 41°03'33" West 200.00 feet"):

thence along said line, North 41°03'33" West 29.00 feet to the True Point of Beginning;

thence continuing along said line and the northwesterly prolongation thereof, North 41°03'33" West 218.00 feet;

thence South 48°56'27" West 115.00 feet to a point on a line parallel with (measured at right angles) and 115 feet southwesterly of said line;

thence along said parallel line, South 41°03'33" East 218.00 feet;

thence North 48°56'27" East 115.00 feet to the True Point of Beginning hereof.

And as shown on the plat attached hereto as Exhibit "B" and made a part hereof for clarification purposes.

This legal description was prepared by me or under my direction in conformance with applicable California Business and Professions Codes.

  
Craig A. Stanton, PLS 6992

Current License Expiration: September 30, 2007

Total Area Described: 25,070 sq. ft. (0.58 acres)





WHITEMAN AIRPORT  
PORTION OF  
PETER HAACK'S RANCH  
M.B. 13-101

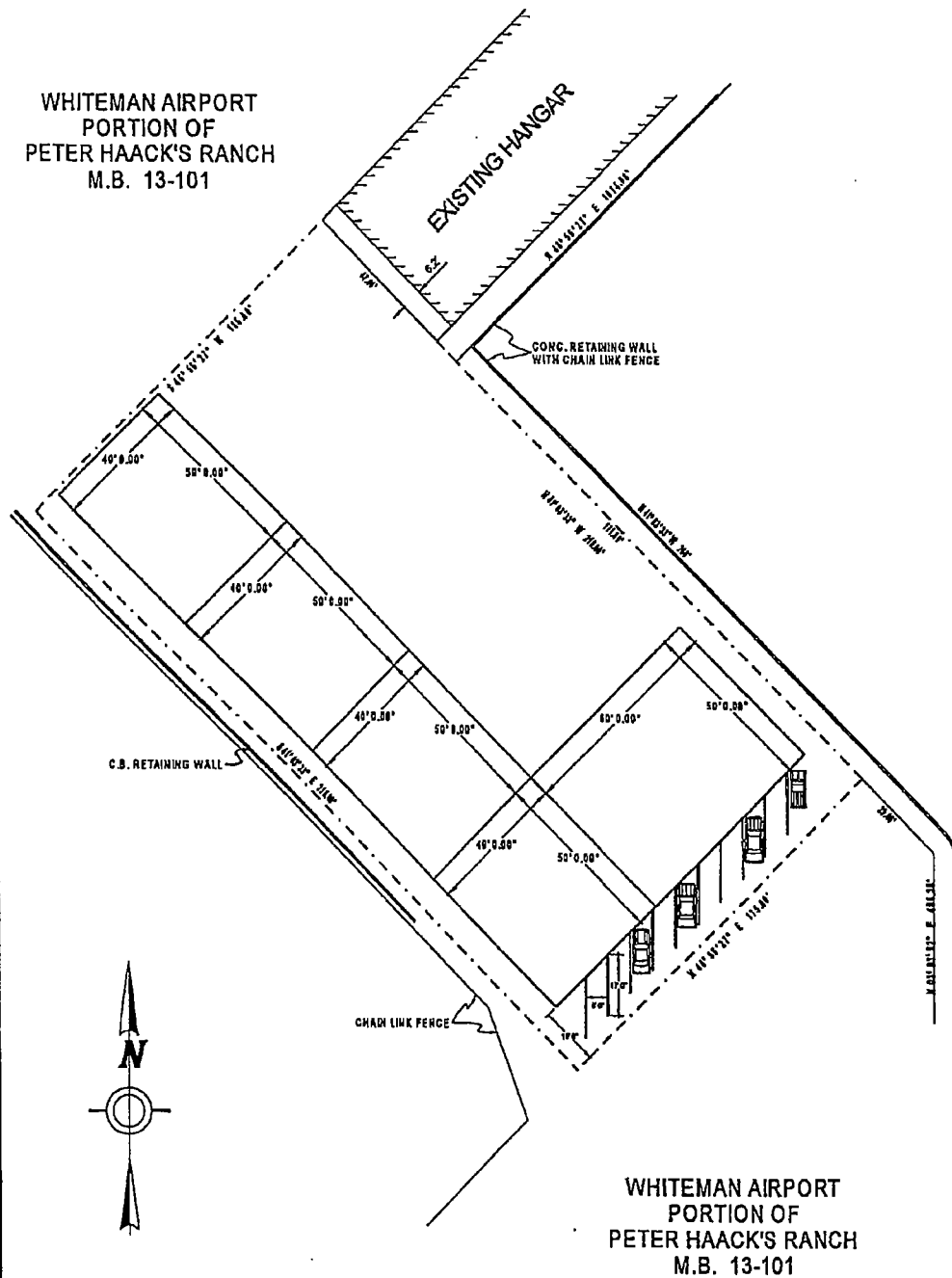


EXHIBIT A-1  
PLAT TO ACCOMPANY  
LEGAL DESCRIPTION  
IN THE CITY OF LOS ANGELES,  
COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA

## **EXHIBIT C-1**

### **GENERAL DEVELOPMENT PROGRAM**

1. Submit plan, including cost estimates, for approval.
2. Coordinate all utility service requirements. Lessee will provide for and make all arrangements for all water, electrical and sewer services at its sole expense.
3. Construct approximately 25,070 square feet of aircraft storage hangars and paved aircraft parking and auto parking area. The hangars shall be rectangular-shaped and high quality.
4. Construction requirements: Plan approval, permits required, supervision and quality of construction are contained in construction specifications.
5. Secure all necessary approvals from the necessary agencies.

